

<b>INFORMATION TO OFFERORS OR QUOTERS</b> <b>SECTION A - COVER SHEET</b>	1. SOLICITATION NUMBER		2. (X one)	
	F33657-99-R-0021			a. SEALED BID
			X	b. NEGOTIATE (RFP)
		c. NEGOTIATED (RFQ)		

**INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

"Fill-ins" are provided on Standard Form 33, and other sections of this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affi postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (*including attachments*). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (*Complete mailing address, including Zip Code*)

ITEMS TO BE PURCHASED (*Brief Description*)

This contract will provide for the operations and maintenance (O&M) support at Air Force Plant (AFP) 42, Palmdale, California, required by the Aeronautical Systems Center, Acquisition Environmental, Safety, and Health Division, Engineering Directorate, Facilities Support Branch (ASC/ENVP). This effort includes O&M services for the common-use areas of AFP 42 as defined in the Performance Work Statement (PWS), Attachment 1 to the Request for Proposal (RFP).

5. PROCUREMENT INFORMATION (*X and complete as applicable*)

	a. THIS PROCUREMENT IS UNRESTRICTED		
X	b. THIS PROCUREMENT IS A 100 % SET-ASIDE FOR ONE OF THE FOLLOWING ( <i>X one</i> ). ( <i>See Section I of the Table of this solicitation for details of the set-aside.</i> )		
XX	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business Area Concerns

6. ADDITIONAL INFORMATION

Sealed Offers in original and one copy, as described in Section L, for furnishing the supplies or services in the Schedule will be received on 7 Sept 99 no later than 1600 at the place specified in block #8 of the SF 33.

Prior to exercising any available options on this contract, the Contractor Performance Assessment Report (CPARs) for this contract will be reviewed and taken into consideration.

7. POINT OF CONTACT FOR INFORMATION

a. NAME ( <i>Last, First, Middle Initial</i> ) Lyons III, Daniel J.	b. ADDRESS ( <i>Include Zip Code</i> )
c. TELEPHONE NUMBER ( <i>Include Area Code and Extension</i> ) (NO COLLECT CALLS) (937) 656-4395 ext 425	See Block 3

8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENT	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OF SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER <i>(Specify)</i>			
9. MAILING LIST INFORMATION <i>(X one)</i>			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS <i>(Include Zip Code)</i>	
c. ACTION OFFICER			
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>	(2) Title	(3) Signature	(4) Date Signed <i>(YYMMDD)</i>

DD Form 1707 Reverse, MAR 90

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FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER F33657-99-R-0021		
DATE (YYMMDD) 1999 Aug 06	LOCAL TIME	TO

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING DO-C3	PAGE 1 OF 34 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. F33657-99-R-0021		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
				6. REQUISITION/PURCHASE NO.  See Section G			
7. ISSUED BY ASC/ENVK USAF/AFMC AERONAUTICAL SYSTEMS CENTER BLDG 8 1801 10 TH STREET ROOM 201 WRIGHT-PATTERSON AFB OH 45433-7626 DANIEL J. LYONS, III (937) 656-4395 X425 DAN.LYONS@WPAFB.AF.MIL				8. ADDRESS OFFER TO (If other than Item 7) ASC/SYG (AFP 42 O&M Services) ATTN: GAIL M. PORUMB, CO Bldg 125, Room 1446 2335 7 <sup>th</sup> St Wright-Patterson AFB OH 45433-7805			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed Offers in original and one copy, as described in Section L, for furnishing the supplies or services in the Schedule will be received on 7 Sept 99 no later than 1600 at the place specified in block #8.							
CAUTION - Late Submissions, Modifications, and Withdrawals: See Section L Provision No. 52.215-10. All offers are subject to all terms and conditions contained in the solicitation.							
10. FOR INFORMATION CALL: ➡		A. NAME See Block 7			B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) See Block 7		
<b>11. TABLE OF CONTENTS</b>							
(√)	SEC.	DESCRIPTION	PAGE(S)	(√)	SEC	DESCRIPTION	PAGE(S)
<i>PART I - THE SCHEDULE</i>				<i>PART II - CONTRACT CLAUSES</i>			
√	A	SOLICITATION/CONTRACT FOR	1	√	I	CONTRACT CLAUSES	33
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS	15	<i>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</i>			
√	C	DESCRIPTION/SPECS./WORK STATEMENT	16	√	J	LIST OF ATTACHMENTS	34
√	D	PACKAGING AND MARKING	17	<i>PART IV - REPRESENTATIONS AND INSTRUCTIONS</i>			
√	E	INSPECTION AND ACCEPTANCE	18	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	K - 1
√	F	DELIVERIES OR PERFORMANCE	20	√	L	INSTRS. CONDS. AND NOTICES TO OFFERORS	L - 1
√	G	CONTRACT ADMINISTRATION DATA	21	√	M	EVALUATION FACTORS FOR AWARD	M - 1
√	H	SPECIAL CONTRACT REQUIREMENTS	23				
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %	
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.21(c)

**CLIN SUMMARY**

<b>CLIN</b>	<b>Description</b>	<b>Option #</b>	<b>Contract Type</b>	<b>Price</b>
<b>Basic Contract Period</b>				<b>5 Jul 00-31 Jul 00</b>
0001	Transition Period		Firm Fixed Price (FFP)	
<b>Basic Contract Period</b>				<b>1 Aug 00-30 Jun 01</b>
0002	O&M Services		Fixed Price Award Fee(FPAF)	
0003	Data		Not Separately Priced(NSP)	NSP
0004	Materials, Supplies, Utilities, and Equipment		Cost Reimbursement (CR)	\$810,000
0005	Work Requests		CR	\$190,000
0006	Entry Control Point (ECP) for Site 3	<b>1</b>	FPAF	
0007	5 Minute Security Response - Option	<b>2</b>	FPAF	
0033	Capital-Type Rehabilitation (CTR)		CR	Reserved
0034	Award Fee Payment		N/A	Reserved
<b>Option Period 1</b>				<b>1 Jul 01-30 Jun 02</b>
0008	O&M Services	<b>3</b>	FPAF	
0009	Materials, Supplies, Utilities, and Equipment	<b>4</b>	CR	\$810,000
0010	Work Requests	<b>5</b>	CR	\$190,000
0011	Entry Control Point (ECP) for Site 3	<b>6</b>	FPAF	
0012	5 Minute Security Response	<b>7</b>	FPAF	
<b>Option Period 2</b>				<b>1 Jul 02-30 Jun 03</b>
0013	O&M Services	<b>8</b>	FPAF	
0014	Materials, Supplies, Utilities, and Equipment	<b>9</b>	CR	\$810,000
0015	Work Requests	<b>10</b>	CR	\$190,000
0016	Entry Control Point (ECP) for Site 3	<b>11</b>	FPAF	
0017	5 Minute Security Response	<b>12</b>	FPAF	
<b>Option Period 3</b>				<b>1 Jul 03-30 Jun 04</b>
0018	O&M Services	<b>13</b>	FPAF	
0019	Materials, Supplies, Utilities, and Equipment	<b>14</b>	CR	\$810,000
0020	Work Requests	<b>15</b>	CR	\$190,000
0021	Entry Control Point (ECP) for Site 3	<b>16</b>	FPAF	
0022	5 Minute Security Response	<b>17</b>	FPAF	

### CLIN SUMMARY CONT'D

<b>Option Period 4</b>				<b>1 Jul 04-31 Dec 04</b>
0023	O&M Services	<b>18</b>	FPAF	
0024	Materials, Supplies, Utilities, and Equipment	<b>19</b>	CR	\$405,000
0025	Work Requests	<b>20</b>	CR	\$95,000
0026	Entry Control Point (ECP) for Site 3	<b>21</b>	FPAF	
0027	5 Minute Security Response	<b>22</b>	FPAF	
<b>Option Period 5</b>				<b>1 Jan 05-30 Jun 05</b>
0028	O&M Services	<b>23</b>	FPAF	
0029	Materials, Supplies, Utilities, and Equipment	<b>24</b>	CR	\$405,000
0030	Work Requests	<b>25</b>	CR	\$95,000
0031	Entry Control Point (ECP) for Site 3	<b>26</b>	FPAF	
0032	5 Minute Security Response	<b>27</b>	FPAF	
Total Contract Price				

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount

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0001

TRANSITION OF SERVICES

security: U  
contract type: J - FIRM FIXED PRICE  
completion date: 31 JUL 2000  
descriptive data:

The Contractor shall work with the incumbent contractor to transition services from Contract F33657-93-C-0028 to the above numbered contract. This effort shall be performed in accordance with Section C-7, Paragraph 1.0 of the Performance Work Statement (PWS), dated 28 Jul 99, ATCH NR 1, Section J hereof. The price set forth above shall be paid to the Contractor upon completion of the transition effort. The work shall cover the period of 5 Jul 00 through 31 Jul 00.

0002

OPERATIONS AND MAINTENANCE

acrn: 9  
security: U  
DD1423 is Exhibit: A  
contract type: J - FIXED PRICE AWARD FEE  
completion date: 30 JUN 2001  
descriptive data:

The Contractor shall perform operations and maintenance services at Air Force Plant (AFP) 42, Palmdale California in accordance with the PWS dated 28 Jul 99, attached hereto as ATCH NR 1, Section J. Except as otherwise provided under this contract, the Contractor shall furnish all necessary materials, facilities, personnel, and services to accomplish the required work. The Contractor shall accomplish Plant Clearance Actions of Government Furnished Property (GFP) as directed by the Contracting Officer (CO). The price set forth above shall be paid to the Contractor in equal monthly payments upon submission of invoices, less any amount withheld by the CO. The work shall cover the period of 0001 hours Pacific Time (PT), 1 Aug 00 through 2400 hours PT, 30 Jun 01. Pursuant to Section I, FAR Clause 52.232-18, Availability of Funds, "the amount of funds obligated on this item is \$\_\_\_\_\_ for work through \_\_\_\_\_. Pursuant to Section I, DFARS Clause 252.232-7007 Limitation of Government Obligation, this effort may be incrementally funded.

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0003		1	
	DATA	LO	
	security:	U	
	nsn:	N - NOT APPLICABLE	
	DD1423 is Exhibit:	A	
	contract type:	J - FIXED PRICE AWARD FEE	
	inspection:	SOURCE	
	acceptance:	SOURCE	
	fob:	SOURCE	
	descriptive data:		

The Contractor shall provide data in accordance with Contract Data Requirements List (CDRL), DD Form 1423, designated as Exhibit A, Section J, hereof. Data Requirements are not separately priced (NSP). The price of this item is included in CLIN 0002 above and in the option items 0008, 0013, 0018, 0023, and 0028 should each be exercised.

0004		1	
		LO	
	MATERIALS, SUPPLIES, PARTS, UTILITIES, AND EQUIPMENT		
	acrn: 9		
	security:	U	
	nsn:	N - NOT APPLICABLE	
	contract type:	S - COST REIMBURSEMENT	
	inspection:	SOURCE	
	acceptance:	SOURCE	
	fob:	SOURCE	
	descriptive data:		

The Contractor shall provide materials, supplies, parts, equipment and utilities in support of the work called for under CLIN 0002 above, in accordance with the PWS dated 28 July 99, Atch Nr 1, Section J hereto as deemed necessary by the CO in an amount not to exceed \$810,000.00 and in accordance with Special Contract Requirements (Section H) AFMCPK-H8, "Provision For Materials, Supplies, Parts, Utilities and Equipment." Such amount shall not be exceeded without the prior written approval of the CO. The Contractor shall not include profit/fee or General and Administrative (G&A) costs in any of the amounts billed against this CLIN 0004. Invoices shall be submitted monthly based on incurred costs. The period of performance shall be identical to CLIN 0002. Pursuant to Section I, FAR Clause 52.232-22 "Limitation of Funds," \$\_\_\_\_\_ is obligated for the work through \_\_\_\_\_.

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount

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0005		1	
		LO	

WORK REQUESTS (COST REIMBURSEMENT)

acrn: 9  
security: U  
nsn: N - NOT APPLICABLE  
contract type: S - COST REIMBURSEMENT  
inspection: SOURCE  
acceptance: SOURCE  
fob: SOURCE

descriptive data:

The Contractor shall accomplish work over and above the work called for under CLIN 0002 by means of Work Requests to be issued by and at the sole option of the CO, in total amount not to exceed \$190,000.00 and in accordance with Section H paragraph AFMCPK-H6 "Work Requests." Such amount shall not be exceeded without the prior written approval of the CO. The Contractor shall not include profit/fee in any amounts billed against this CLIN. The Government is not obligated to issue any such work requests. Invoices shall be submitted by the Contractor after acceptance by the Government covering each Work Request. The period of performance shall be identical to CLIN 0002. Pursuant to Section I FAR Clause 52.232-22 "Limitation of Funds," \$\_\_\_\_\_ is obligated for the work through \_\_\_\_\_.

0006 OPTION CLIN

ENTRY CONTROL POINT (ECP) SITE 3 (OPTION 1) (FIXED PRICE AWARD FEE)

security: U  
descriptive data:

This is an Option Item with a period of performance identical to that in CLIN 0002 above. The Contractor shall provide for security force protection at the ECP for Site 3. This effort is identical to that described in the PWS, Section C-F dated 28 Jul 99 attached hereto as ATCH NR 1, Section J. This option shall be exercised in accordance with Section H Clause, H-001 "Options." Payments under this CLIN shall be paid to the Contractor in equal monthly payments upon submission of invoices, less any amount withheld by the CO. Pursuant to Section I, FAR Clause 52.232-18, Availability of Funds," the amount of funds obligated on this item is \$\_\_\_\_\_ for work through \_\_\_\_\_. Pursuant to Section I, DFARS Clause 252.232-7007 Limitation of Government Obligation, this effort may be incrementally funded.

The Option price for this item is \$\_\_\_\_\_.



PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0007 OPTION CLIN

5 MINUTE SECURITY REPOSE (OPTION 2) (FIXED PRICE AWARD FEE)

security: U

descriptive data:

This is an Option Item with a period of performance identical to that in CLIN 0002 above. Currently there are no priority resource requirements assigned to AFP 42 requiring a 5-minute response in accordance with AFI 32-101v1. If this option is exercised, the Contractor shall provide for 5 minute security response to priority resource requirements at AFP 42. This effort is a modification to that described in the PWS, Section C-F, dated 28 Jul 99, ATCH NR 1, Section J. This option shall be exercised in accordance with Section H Clause, H-001 "Options." Payments under this CLIN shall be paid to the Contractor in equal monthly payments upon submission of invoices, less any amount withheld by the CO. Pursuant to Section I, FAR Clause 52.232-18, Availability of Funds," the amount of funds obligated on this item is \$\_\_\_\_\_ for work through \_\_\_\_\_. Pursuant to Section I, DFARS Clause 252.232-7007 Limitation of Government Obligation, this effort may be incrementally funded.

The Option price for this item is \$\_\_\_\_\_.

0008 OPTION CLIN

OPERATIONS AND MAINTENANCE (OPTION 3)

security: U

descriptive data:

This Option Item 0008 is identical to CLIN 0002 above except that the period of performance shall begin 0001 hours PT, 1 Jul 01 through 2400 30 Jun 02. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

0009 OPTION CLIN

MATERIALS, SUPPLIES, UTILITIES, AND EQUIPMENT (OPTION 4)

security: U

nsn: N - NOT APPLICABLE

descriptive data:

This Option Item 0009 is identical to CLIN 0004 above except that the period of performance shall begin 0001 hours PT, 1 Jul 01 through 2400 30 Jun 02. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount

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0010 OPTION CLIN

WORK REQUESTS (OPTION 5)

security: U

nsn: N - NOT APPLICABLE

descriptive data:

This Option Item 0010 is identical to CLIN 0005 above except that the period of performance shall begin 0001 hours PT, 1 Jul 01 through 2400 30 Jun 02. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

0011 OPTION CLIN

ECP FOR SITE 3 (OPTION 6)

security: U

descriptive data:

This Option Item 0011 is identical to CLIN 0006 above except that the period of performance shall begin 0001 hours PT, 1 Jul 01 through 2400 30 Jun 02. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this CLIN is \$\_\_\_\_\_.

0012 OPTION CLIN

5 MINUTE SECURITY RESPONSE (OPTION 7)

security: U

descriptive data:

This Option Item 0012 is identical to CLIN 0007 above except that the period of performance shall begin 0001 hours PT, 1 Jul 01 through 2400 30 Jun 02. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount

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0013 OPTION CLIN

OPERATIONS AND MAINTENANCE (OPTION 8)

security: U

descriptive data:

This Option Item 00013 is identical to CLIN 0002 above except that the period of performance shall begin 0001 hours PT, 1 Jul 02 through 2400 30 Jun 03. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

0014 OPTION CLIN

MATERIALS, SUPPLIES, UTILITIES , AND EQUIPMENT(OPTION 9)

security: U

nsn: N - NOT APPLICABLE

descriptive data:

This Option Item 0014 is identical to CLIN 0004 above except that the period of performance shall begin 0001 hours PT, 1 Jul 02 through 2400 30 Jun 03. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

0015 OPTION CLIN

WORK REQUESTS (OPTION 10)

security: U

nsn: N - NOT APPLICABLE

descriptive data:

This Option Item 0015 is identical to CLIN 0005 above except that the period of performance shall begin 0001 hours PT, 1 Jul 02 through 2400 30 Jun 03. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0016 OPTION CLIN

ECP FOR SITE 3 (OPTION 11)

security: U

descriptive data:

This Option Item 0016 is identical to CLIN 0006 above except that the period of performance shall begin 0001 hours PT, 1 Jul 02 through 2400 30 Jun 03. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

0017 OPTION CLIN

5 MINUTE SECURITY RESPONSE (OPTION 12)

security: U

descriptive data:

This Option Item 0017 is identical to CLIN 0007 above except that the period of performance shall begin 0001 hours PT, 1 Jul 02 through 2400 30 Jun 03. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

0018 OPTION CLIN

OPERATIONS AND MAINTENANCE (OPTION 13)

security: U

descriptive data:

This Option Item 0018 is identical to CLIN 0002 above except that the period of performance shall begin 0001 hours PT, 1 Jul 03 through 2400 30 Jun 04. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount

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0019 OPTION CLIN

MATERIALS, SUPPLIES, UTILITIES, AND EQUIPMENT (OPTION 14)

security: U

nsn: N - NOT APPLICABLE

descriptive data:

This Option Item 0019 is identical to CLIN 0004 above except that the period of performance shall begin 0001 hours PT, 1 Jul 03 through 2400 30 Jun 04. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

0020 OPTION CLIN

WORK REQUESTS (OPTION 15)

security: U

nsn: N - NOT APPLICABLE

descriptive data:

This Option Item 0020 is identical to CLIN 0005 above except that the period of performance shall begin 0001 hours PT, 1 Jul 03 through 2400 30 Jun 04. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

0021 OPTION CLIN

ECP FOR SITE 3 (OPTION 16)

security: U

descriptive data:

This Option Item 0021 is identical to CLIN 0006 above except that the period of performance shall begin 0001 hours PT, 1 Jul 03 through 2400 30 Jun 04. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0022 OPTION CLIN

5 MINUTE SECURITY RESPONSE (OPTION 17)

security: U

descriptive data:

This Option Item 0022 is identical to CLIN 0007 above except that the period of performance shall begin 0001 hours PT, 1 Jul 03 through 2400 30 Jun 04. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

0023 OPTION CLIN

OPERATIONS AND MAINTENANCE (OPTION 18)

security: U

descriptive data:

This Option Item 0023 is identical to CLIN 0002 above except that the period of performance shall begin 0001 hours PT, 1 Jul 04 through 2400 31 Dec 04. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

0024 OPTION CLIN

MATERIALS, SUPPLIES, UTILITIES, EQUIPMENT (OPTION 19)

security: U

nsn: N - NOT APPLICABLE

descriptive data:

This Option Item 0024 is identical to CLIN 0004 above except that the period of performance shall begin 0001 hours PT, 1 Jul 04 through 2400 31 Dec 04 and the not to exceed price of this option is \$405,000.00. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty	Unit Price
		Purch Unit	Total Item Amount

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0025 OPTION CLIN

WORK REQUESTS (OPTION 20)

security: U

nsn: N - NOT APPLICABLE

descriptive data:

This Option Item 0025 is identical to CLIN 0005 above except that the period of performance shall begin 0001 hours PT, 1 Jul 04 through 2400 31 Dec 04 and the not to exceed price of this option is \$95,000.00. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

0026 OPTION CLIN

ECP FOR SITE 3 (OPTION 21)

security: U

descriptive data:

his Option Item 0026 is identical to CLIN 0006 above except that the period of performance shall begin 0001 hours PT, 1 Jul 04 through 2400 31 Dec 04. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

0027 OPTION CLIN

5 MINUTE SECURITY RESPONSE (OPTION 22)

security: U

descriptive data:

his Option Item 0027 is identical to CLIN 0007 above except that the period of performance shall begin 0001 hours PT, 1 Jul 04 through 2400 31 Dec 04. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0028 OPTION CLIN

OPERATIONS AND MAINTENANCE (OPTION 23)

security: U

descriptive data:

This Option Item 0028 is identical to CLIN 0002 above except that the period of performance shall begin 0001 hours PT, 1 Jan 05 through 2400 30 Jun 05. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

0029 OPTION CLIN

MATERIALS, SUPPLIES, UTILITIES, AND EQUIPMENT (OPTION 24)

security: U

nsn: N - NOT APPLICABLE

descriptive data:

This Option Item 0029 is identical to CLIN 0004 above except that the period of performance shall begin 0001 hours PT, 1 Jan 05 through 2400 30 Jun 05 and the not to exceed price of this option is \$405,000.00. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

0030 OPTION CLIN

WORK REQUESTS (OPTION 25)

security: U

nsn: N - NOT APPLICABLE

descriptive data:

This Option Item 0030 is identical to CLIN 0005 above except that the period of performance shall begin 0001 hours PT, 1 Jan 05 through 2400 30 Jun 05 and the not to exceed price of this option is \$95,000.00. This option shall be exercised in accordance with Section H Clause, H-001 "Options."



PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0031 OPTION CLIN

ECP FOR SITE 3 (OPTION 26)

security: U

descriptive data:

This Option Item 0031 is identical to CLIN 0006 above except that the period of performance shall begin 0001 hours PT, 1 Jan 05 through 2400 30 Jun 05. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

0032 OPTION CLIN

5 MINUTE SECURITY RESPONSE (OPTION 27)

security: U

descriptive data:

This Option Item 0032 is identical to CLIN 0007 above except that the period of performance shall begin 0001 hours PT, 1 Jan 05 through 2400 30 Jun 05. This option shall be exercised in accordance with Section H Clause, H-001 "Options."

The Option Price for this Item is \$\_\_\_\_\_.

0033

CAPITAL TYPE REHABILITATION WORK (CTR) (COST REIMBURSEMENT)

security: U

nsn: N - NOT APPLICABLE

descriptive data:

The CO may issue items of work hereunder covering Capital-Type Rehabilitation (CTR) Work as may be performed on the Government Furnish Property provided to the Contractor, in accordance with Section H Clause AFMCPK-H4 "Special Provision Applicable to Government-Owned Industrial Real Property." The CTR work shall be performed with consecutively numbered SubCLINs under this CLIN or newly established CLINs referencing this CLIN. This work shall be over and above the Contractor's normal maintenance obligation under the PWS, dated 28 July 99, Attachment 1 of SECTION J. The Contractor shall not include profit/fee in any amounts billed against this CLIN. Invoices shall be submitted monthly, based on incurred costs.

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM	SUPPLIES OR SERVICES	Qty		Unit Price	
		Purch	Unit	Total	Item Amount

---

0034    OPTION CLIN

         AWARD FEE

         security:                    U

         descriptive data:

SubCLINs to this InfoCLIN shall be used by the Contractor to invoice for any fees awarded by the Fee Determining Official at the end of each Award Fee Period.

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT**

**B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)**

Total Price \_\_\_\_\_

Applicable to following Line Items: 0001

**B034 CONTRACT TYPE: FIXED- PRICE- AWARD- FEE (FEB 1997)**

TOTAL BASIC AWARD

Fixed Firm Price \_\_\_\_\_

Award Fee (maximum 8% of Total Amount)

Applicable to following Basic CLINs: 0002, 0006 and 0007.

TOTAL of OPTION CLINs

Fixed Firm Price \_\_\_\_\_

Award Fee (maximum 8% of Total Amount)

Applicable to following Option CLINs: 0008, 0011, 0012, 0013, 0016, 0017, 0018, 0021, 0022, 0023, 0026, 0027, 0028, 0031 and 0032.

**B049 OPTIONS (OCT 1998)**

The Government may require performance of the work required by CLINs 0006-0032 . The Contracting Officer shall provide written notice of intent to exercise these options to the Contractor on or before 60 days prior to option start . If the Government exercises these options by the option start date, the Contractor shall perform at the price or estimated cost as set forth in CLINs 0006-0032, subject to wage determination and changes to the Collective Bargaining Agreements. CLINs 0006 (Option 1) and 0007 (Option 2) may be exercised at the time of award or at any time thereafter prior to the exercise of Option 3.

**B050 ALLOWABLE COST AND PAYMENT (COST CONTRACTS (NO FEE)) (SEP 1997)**

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is as set forth in SECTION B

Applicable to following Line Items: 0004, 0005, 0009, 0010, 0014, 0015, 0019, 0020, 0024, 0025, 0029, 0030 and 0033

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT**

**C002 REFERENCE TO SPECIFIC PARAGRAPHS OF THE STATEMENT OF WORK (MAY 1997)**

Reference to specific paragraphs of the Performance Work Statement (PWS) indicates only where the CLIN/SubCLIN requirement is principally described and does not absolve the Contractor from the requirement to comply with the contractual provisions applicable to those CLINs/SubCLINs.

**C003 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)**

Performance Work Statement, dated 28 July 99, Attachment 1, Section J

NO CLAUSES OR PROVISIONS IN THIS SECTION

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-03        INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (APR 1984)  
52.246-04        INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)  
52.246-12        INSPECTION OF CONSTRUCTION (AUG 1996)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.246-7000    MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

PART I - THE SCHEDULE  
SECTION F - DELIVERIES OR PERFORMANCE

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ITEM	SUPPLIES	SCHEDULE DATA	Qty	Ship To	Mark For	Trans Pri	Date
0003			1	U			ASREQ
	noun:	DATA					
	sec class:	U					
	descriptive data:						
	All data shall be delivered in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423s, dated 27 July 99. See DD Form 1423s for mailing address.						
0004			1	U			30 Jun 2001
	noun:	MATERIALS, SUPPLIES, PARTS, UTILITIES, AND EQUIPMENT					
	acrn:	9					
	sec class:	U					
0005			1	U			30 Jun 2001
	noun:	WORK REQUESTS (COST REIMBURSEMENT)					
	acrn:	9					
	sec class:	U					

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)  
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT**

**F001 OPTION CLIN PERFORMANCE PERIOD(S) (FEB 1998)**

The respective performance period(s) for option(s) identified in Section B is as follows:

CLIN Number	Period of Performance
0006	1 July 2000-30 Jun 2001
0007	1 July 2000-30 Jun 2001
0008	1 July 2001-30 June 2002
0009	1 July 2001-30 June 2002
0010	1 July 2001-30 June 2002
0011	1 July 2001-30 June 2002
0012	1 July 2001-30 June 2002
0013	1 July 2002-30 June 2003
0014	1 July 2002-30 June 2003
0015	1 July 2002-30 June 2003
0016	1 July 2002-30 June 2003
0017	1 July 2002-30 June 2003
0018	1 July 2003-30 June 2004
0019	1 July 2003-30 June 2004
0020	1 July 2003-30 June 2004
0021	1 July 2003-30 June 2004
0022	1 July 2003-30 June 2004
0023	1 July 2004-31 December 2004
0024	1 July 2004-31 December 2004
0025	1 July 2004-31 December 2004
0026	1 July 2004-31 December 2004
0027	1 July 2004-31 December 2004
0028	1 January 2005-30 June 2005
0029	1 January 2005-30 June 2005
0030	1 January 2005-30 June 2005
0031	1 January 2005-30 June 2005
0032	1 January 2005-30 June 2005

**F002 PERIOD OF PERFORMANCE (FEB 1997)**

Period of performance under this contract shall be 5 July 2000-30 June 2001 exclusive of options .



**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.232-9000 REMITTANCE ADDRESS (MAY 1996)

Remittance address: '\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_,

**B. AIR FORCE MATERIEL COMMAND FAR CONTRACT CLAUSES**

5352.237-9002 CONTRACT HOLIDAYS (AFMC) (JUL 1997)

Para (b), Holidays: 'The contractor is not required to provide service, except fire and security, on the following days:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Independence Da  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day'

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT**

**G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)**

In accordance with FAR 52.204-03, Taxpayer Identification Number is \_\_\_\_\_ .

**AFMCPK-G1 ADDITIONAL COPIES OF INVOICES (JUL 1999)**

An additional copy of all invoices for payment shall be submitted to ASC/ENVF 1801 10th Street, Room 201, Wright Patterson AFB OH 45433-7626. Either hard copies or electronic copies are acceptable. For the proper email address, contact the CO at time of award.

**AFMCPK-G2 SUBMISSION OF INVOICES FOR O&M SERVICES CLINS (JUL 1999)**

For CLIN 0002 and Option CLINs 0006, 0007, 0008, 0011, 0012, 0013, 0016, 0017, 0018, 0021, 0022, 0023, 0026, 0027, 0028, 0031 and 0032, if exercised, the prices set forth in Section B shall be paid to the Contractor in equal monthly payments upon submission of invoices, less any amount withheld by the CO.

**AFMCPK-G3 SUBMISSION OF INVOICES FOR COST REIMBURSABLE CLINS (JUL 1999)**

a. For CLINs 0004 and 0033, and Option CLINs 0009, 0014, 0019, 0024 and 0029, if exercised, invoices shall be submitted, based on incurred costs on a monthly basis. Invoices shall be paid in full, upon submission of invoices,

less any amounts withheld by the CO.

b. For CLIN 0005 and Option CLINs 0010, 0015, 0020, 0025 and 0030, if exercised, invoices shall be submitted at the time the CO accepts the project.

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE CLAUSES IN FULL TEXT**

**H001 OPTIONS (MAY 1997)**

a. The Government reserves the right to exercise the following option(s) subject to the stated conditions. In the event an option is exercised, the affected sections of the contract, e.g., Section B, Section F, Section G, etc., will be modified as appropriate. The Government is hereby granted twenty-seven (27) options covering the basic contract period and five (5) option periods for additional services and materials called for hereunder:

(1) Options 1, and 2 may be exercised by the Government in any combination at the time of award or thereafter for the period of the contract prior to the exercise of Option 3.

(2) Options 3 through 7, comprising CLINs 0008 through 0012, of SECTION B, may be exercised by the Government in any combination, in writing any time prior to 01 July 2001 by giving preliminary notice of the Government's intention to exercise by 01 May 2001 and by giving final, binding notice of option exercise by 01 June 2001;

(3) Options 8 through 12, comprising CLINs 0013 through 0017, of SECTION B, may be exercised by the Government in any combination, in writing any time subsequent to exercising Option 3 (CLIN 0008) and prior to 01 July 2002 by giving preliminary notice of the Government's intention to exercise by 01 May 2002 and by giving final, binding notice of option exercise by 01 Jun 2002;

(4) Options 13 through 17, comprising CLINs 0018 through 0022 of SECTION B, may be exercised by the Government in any combination, in writing any time subsequent to exercising Option 8 (CLIN 0013) and prior to 01 July 2003 by giving preliminary notice of the Government's intention to exercise by 01 May 2003 and by giving final, binding notice of option exercise by 01 June 2003;

(5) Options 18 through 22, comprising CLINs 0023 through 0027 of SECTION B, may be exercised by the Government in any combination, in writing any time subsequent to exercising Option 13 (CLIN 0018) and prior to 01 July 2004 by giving preliminary notice of the Government's intention to exercise by 01 May 2004 and by giving final, binding notice of option exercise by 01 June 2004:

(6) Options 23 through 27, comprising CLINs 0028 through 0032 of SECTION B, may be exercised by the Government in any combination, in writing any time subsequent to exercising Option 22 (CLIN 0027) and prior to 01 January 2005 by giving preliminary notice of the Government's intention to exercise by 01 November 2004 and by giving final, binding notice of option exercise by 01 December 2004.

b. The option prices for CLINs 0006, 0007, 0008, 0011, 0012, 0013, 0016, 0017, 0018, 0021, 0022, 0023, 0026, 0027, 0028, 0031, and 0032 are shown as set forth in SECTION B. The option prices for CLINs 0010, 0015, 0020, 0025, and 0030 shall be determined in accordance with Section H Clause AFMCPK-H6 "Work Requests." The option prices for CLINs 0009, 0014, 0019, 0024, and 0029 shall be determined in accordance with Section H Clause AFMCPK- H8 "Provision For Materials, Supplies, Parts, Utilities and Equipment.

c. Exercise of Option 3 (CLIN 0008), 8 (CLIN 0013), 13 (CLIN 0018), 18 (CLIN 0023), and 23 (CLIN 0028) shall have the effect of extending the period of performance of CLIN 0003 (Data) and the right of the CO to issue a Modification to the contract to perform Capital-Type Rehabilitation (CTR) on the Government-Furnished Property for a corresponding period of performance under CLIN 0033.

**H025 INCORPORATION OF SECTION K (OCT 1998)**

Section K of the solicitation is hereby incorporated by reference.

### **H033 SOLICITATION NUMBER (APR 1998)**

Solicitation Number: F33657-99-R-0021

### **AFMCPK-H1 POSSESSION OF RECORDS (MAY 1999)**

Government Property Records, training records, other records, written procedures required for the performance of this contract, Government-furnished publications and commercial publications acquired by the Contractor under this contract, remain the property of the Government and shall be turned over to the Contracting Officer upon completion of this contract.

### **AFMCPK-H2 REQUIRED INSURANCE (MAY 1999)**

a. The Contractor shall procure and maintain during the entire period of contractor's performance under this contract the following minimum insurance in accordance with FAR 28.307-2.

Workmen's Compensation and Employers' Liability Insurance	\$100,000.00 per occurrence
General Liability Insurance (except that property damage liability insurance is not required)	\$500,000.00 per occurrence
Automobile Liability Insurance	\$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and death and \$20,000.00 per occurrence for Property damage.

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain a endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which the contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substance of this clause, including this paragraph c, in all subcontracts hereunder.

### **AFMCPK-H3 CONTRACTOR'S PERFORMANCE AT AIR FORCE PRODUCTION FLIGHT TEST INSTALLATION (PFTI) (MAY 1999)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits and for complying with any Federal, State or Municipal Laws, Codes and those regulations applicable to AFP 42, including compliance with AFP 42 Production Flight Test Installation (PFTI) Regulation in connection with the prosecution of the work. The Contractor shall be similarly responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence except that the liability for the Government Furnished Property provided under the contract shall be as set forth in the Government Property clauses of SECTION I, Contract Clauses, hereof. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property.

### **AFMCPK-H4 SPECIAL PROVISION APPLICABLE TO GOVERNMENT-OWNED INDUSTRIAL REAL PROPERTY (CLIN 0033) (JUL 1999)**

a. Work authorized by the CO shall be accomplished by the Contractor on a cost-reimbursement basis, no profit/fee is allowed. The Award Fee does not apply to this CLIN or any CLINs established under the authority of this clause.

(1) The construction (including new construction, modification, alterations and additions), capital type rehabilitation (including abnormal or nonrecurring maintenance), emergency repairs and architectural services and

engineering services (including design engineering supervision, engineering liaison and support and field inspection) and all plant rearrangement projects on the premises of or applicable to the Air Force Plant and/or any other Government real property provided or accountable under this contract shall be performed in compliance with the requirements and procedures of Air Force Instruction (AFI) 63-701. The restrictions on Contractor financed construction contained in such regulations and attachments are unqualified and mandatory. No construction will be undertaken on the premises of the Air Force Plant and any other Government-owned real estate provided hereunder except in accordance with the procedures set forth in AFI 63-701 and the attachments and changes thereto. Any proposed or contemplated projects involving construction and/or rearrangement on the premises of such Air Force Plant and real estate shall not be commenced without the prior written approval or concurrence of a Contracting Officer at Aeronautical System Center (ASC).

(2) Except as otherwise approved by the Contracting Office, all architectural and engineering services contemplated under this contract shall be subcontracted to qualified architectural engineering firms not controlled by or related to the Contractor. Notwithstanding any other provisions of this contract to the contrary, the Government shall not reimburse the Contractor for architectural or engineering services (consisting of visual inspection of the facilities site, the preparation of preliminary drawings and coordination with the Contractor's representative to develop functional relationships and special detailed requirements, outline specification, cost estimates of the project, design calculations, and detailed plans, specifications and layout maps) relating to construction projects authorized hereunder in an amount in excess of six percent (6%) of the estimated cost of such construction.

(3) No construction or capital type rehabilitation (exclusive of emergency repair work) called for hereunder shall be performed by any subcontractor subsidiary or affiliate of such subcontractor who is employed to perform architectural or engineering services related to such construction or rehabilitation. In the event that the Contractor is authorized to perform the related architectural or engineering services, the construction or capital type rehabilitation work shall be subcontracted to a subcontractor not owned by or affiliated with the Contractor.

(4) The preliminary drawings, outline specifications, design analysis, detailed plans and specifications, job log records, maps as-built drawings and corrected specifications, and operating manuals specified to be delivered by the aforesaid Air Force Instruction 63-701, are deemed to include technical data.

(5) Consistent with the requirements of the aforesaid Air Force Instruction 63-701, the government acting through the Contracting Officer shall inspect, approve, and accept architectural and engineering work, construction, capital type rehabilitation and emergency repair work accomplished under this contract.

(6) In accordance with the provisions of FAR 28.103, payment and performance bonds shall be required for any fixed price construction subcontracts hereunder exceeding \$25,000 in amount.

#### b. TRACKING NUMBERS AND PROJECT NUMBERS

The Project numbers assigned to work SubItems issued by the CO under CLIN 0033 shall be used for identification purposes in all correspondence and reports with regard to said respective work SubCLINs.

#### **AFMCPK-H6 WORK REQUESTS (MAY 1999)**

a. The following procedure will be used to order additional work of the type covered by CLIN(s) 0005, 0010, 0015, 0020, 0025, and 0030 of the contract. Such work will be called for by the issuance of work requests in the form of modifications to this contract. It is agreed that work requests may be issued at the sole option of the Contracting Officer during the term of the contract, and that the Government has no obligation to issue any such work request. Normally, the cost or price and delivery schedule of the work request will be negotiated between the parties prior to issuance of the modification. If it is determined by the Government that a delay in the performance of the work is not in its best interest, the work request may specify that the Contractor is authorized to proceed forthwith and a not-to-exceed (NTE) amount for the effort shall be established between the parties prior to issuance of the work request. Within seven (7) days after receipt of such order and in any case prior to completion of the work called for therein, the parties shall negotiate a price and delivery schedule for the work orders and the work request shall be amended accordingly.

b. Work requests shall set forth the work to be performed and shall refer to the CLIN to which the request was issued. The work request will be added as a SubCLIN, as appropriate, to this CLIN. They shall include, or be amended to include, the price of the work and the delivery schedule. In addition, work requests issued under paragraph (a) above shall cite the funds allotted for payment of the work ordered. The provisions of the contract shall be applicable to all work requests issued under this clause. For unpriced modifications, failure to agree upon a reasonable price shall be considered a "dispute concerning a question of fact" within the meaning of the clause of this contract entitled "Disputes." Amendments to a work request may be issued subject to the same conditions as the original work request. The Contractor's concurrence as to the work request or amendment will be evidenced by signing the respective document. The term "work" as used herein includes both supplies and services to the extent covered by the referenced CLIN.

**AFMCPK-H7 SAVINGS RESULTING FROM TRANSITION FROM MILITARY REGULATORY GUIDANCE TO COMMERCIAL STANDARDS (MAY 1999)**

In order to transition the operations and maintenance services of the common area of Air Force Plant 42 from military regulatory guidance to a more cost effective and/or efficient commercial specification/standard driven operation, the Government intends to enter into an arrangement with the Contractor. During the period of this contract, the Contractor is encouraged to evaluate required publications applicable to this contract as listed in Section C-6 of the Performance Work Statement (PWS), dated 28 Jul 99, Attachment Nr 1, SECTION J hereof.

a. The following process shall be utilized by the Contractor to recommend changes to the Government:

- (1) Verification of the regulation or guidance to be evaluated for replacement.
- (2) Identification of the commercial standard proposed to replace (1) above
- (3) Description of how the commercial specification/standard accomplishes the requirements outlined in the military regulatory guidance.
- (4) Examples of where the commercial specification/standard has been implemented in similar situations and success thereof.
- (5) A cost benefit analysis must accompany any proposed change that will result in a cost savings.

b. The Government shall evaluate the Contractor's proposed changes and provide a response with justification within 120 days of the Contractor request.

c. If implemented, any such changes must be tracked by the Contractor for a period of 120 days to validate the cost benefits analysis submitted with the proposed change. The Contractor will provide to the Government an analysis of the actual costs saved by the process change prior to exercise of the next option.

d. Savings from implemented changes may be retained by the Contractor during the current option period.

e. Savings from implemented changes shall be included in the next option exercised. The sharing ratio for the savings shall be Government 40%, Contractor 60%.

f. Any savings accrued in following option periods shall be realized solely by the Government.

**AFMCPK-H8 PROVISIONS FOR MATERIALS, SUPPLIES, PARTS, UTILITIES AND EQUIPMENT (CLIN 0004 AND OPTION CLINS 0009, 0014, 0019, 0024, AND 0029) (JUL 1999)**

The contractor shall provide for materials, supplies, parts, utilities and equipment as required in performance of this contract and as requested in writing by the Contracting Officer (CO). A not-to-exceed amount has been established in each of the above CLINs. Such amounts shall not be exceeded without the prior written approval of the CO. The Contractor shall not include profit/fee or General and Administrative (G&A) costs in any of the amounts billed against the CLINS covered by this provision. The Award Fee does not apply to these CLINs. Any labor costs associated with this effort and overhead costs (reasonably and properly allocable to the base cost of direct labor

reimbursable under the terms of the contract and otherwise allocable hereunder) shall be billed to the O&M services CLIN for that particular option period.

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

FAR: FAC 97-11; DFAR: DCN19990507; DL.: DL 98-021; Class Deviations: CD 98-00014; AFFAR: 1996 Edition; AFMCFAR: AFMCAC 97-3; AFAC: AFAC 96-1; IPN: 98-009

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.202-01	DEFINITION (OCT 1995)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.208-05	CONDITION OF LEASED VEHICLES (APR 1984)
52.208-06	MARKING OF LEASED VEHICLES (APR 1984)
52.208-07	TAGGING OF LEASED VEHICLES (MAY 1986)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-05	MATERIAL REQUIREMENTS (OCT 1997)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (AUG 1996)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE IV (OCT 1997) Alt IV, (a), Description of the information and the format that are required: 'To Be Determined (TBD) based on the scope of the work required'
52.216-07	ALLOWABLE COST AND PAYMENT (APR 1998)
52.216-11	COST CONTRACT -- NO FEE (APR 1984)
52.217-09	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989) Para (a), Period of time is '30 days' Para (c), Number of months or years is 'six (6) years'
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAR 1999)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is '\$0.00'



52.222-03	CONVICT LABOR (AUG 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (FEB 1999)
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989) Employee Class and Monetary Wage - Fringe Benefits: '01013 Accounting Clerk, III \$12.64 01118 General Clerk, IV \$13.39 01611 Word Processor, I \$12.50 01612 Word Processor, II \$13.32 29082 Engineering Technician, II \$13.69
	Minimum Fringe Benefits Required for all Occupations Paid by the Employer are \$2.56 per hour. Based on Wage Determination No: 94-2048 rev 10, (date of last revision 8/3/98) for Los Angeles County in the state of California.'
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)
52.222-47	SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989) Incumbent contractor is 'Cabaco Inc 1849 Paseo San Luis Sierra Vista AZ 85635 (520)459-3193' Union is 'IAFF Local I-25 and Teamsters Local #986'
52.222-50	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 1999)
52.223-02	CLEAN AIR AND WATER (APR 1984)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
52.223-06	DRUG-FREE WORKPLACE (JAN 1997)
52.223-10	WASTE REDUCTION PROGRAM (OCT 1997)
52.223-11	OZONE-DEPLETING SUBSTANCES (JUN 1996)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
52.225-05	BUY AMERICAN ACT -- CONSTRUCTION MATERIALS (JUN 1997) Para (b)(2), List applicable excepted materials or indicate "none": 'To be determined at the time CTR projects are negotiated'
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.228-02	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-07	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
52.228-08	LIABILITY AND INSURANCE -- LEASED MOTOR VEHICLES (MAY 1999)
52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
52.228-14	IRREVOCABLE LETTER OF CREDIT (OCT 1997)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.229-05	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
52.232-08	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

	Funds are not presently available for performance under this contract beyond (Date): '(to be determined)'
	No legal liability on the part of the Government for any payment may arise for performance under this contract beyond (Date): '(to be determined)'
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (JUN 1997)
	Para (b)(1), Contract financing payments shall be made on the '30th'
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-01	DISPUTES (DEC 1998)
52.233-01	DISPUTES (DEC 1998) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.236-01	PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
	Percent is 'to be determined when CTR projects are required'
52.236-02	DIFFERING SITE CONDITIONS (APR 1984)
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-08	OTHER CONTRACTS (APR 1984)
52.236-09	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE II (APR 1984)
	Alt II, add to para (g) of the basic clause: Desired amount is "
52.236-22	DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)
	Para (c), Dollar amount is 'to be determined when CTR projects are required'
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS (APR 1984)
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.237-03	CONTINUITY OF SERVICES (JAN 1991)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
52.243-07	NOTIFICATION OF CHANGES (APR 1984)
	Para (b), Number of calendar days is '30'
	Para (d), Number of calendar days is '30'
52.244-02	SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)
	Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'any subcontract over \$25,000'
	Para (k), the following subcontracts which were evaluated during negotiations: 'to be determined in the event additional work is required'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)

52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (DEC 1989) - ALTERNATE I (APR 1984)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (JAN 1986)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
52.246-20	WARRANTY OF SERVICES (APR 1984) Para (b), Period of time is 'within 30 days from the date of acceptance by the Government'
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.248-01	VALUE ENGINEERING (DEVIATION) (MAR 1989)
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-01	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.252-06	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

#### **B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) (MAR 1998)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAY 1999)
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (AUG 1998)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (JUN 1997)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7022	GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT (OCT 1988)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7007	LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993) Para (a), Contract line items incrementally funded '0002'

Para (a), Contract line items incrementally funded through '0007'

Para (a). Sum of the total price that is presently available for payment and allotted to this contract is 'TBD'

Para (i), On execution of the contract, the funds available: 'TBD'

MonthDay199X: 'TBD'

Funds allotted: 'TBD'

MonthDay199X: 'TBD'

Funds allotted: 'TBD'

MonthDay199X: 'TBD'

Funds allotted: '????'

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)

Para (f), Contractor's address is '\_\_\_\_\_'

Para (f), Government remittance address is 'DFAS Dayton 1050 Forrer Blvd Kettering OH 45420-1472 (937)296-8263, fax (937)296-8894'

### **C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (MAY 1996)

5352.204-9001 VISITOR GROUP SECURITY AGREEMENTS (MAY 1996)

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996)

Para (d), Substances are 'Halon Fire Extinguishers'

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 1996)

Para (b), Any additional requirements to comply with local security procedures 'no additional requirements'

### **D. AIR FORCE MATERIEL COMMAND FAR CONTRACT CLAUSES**

5352.207-9001 GOVERNMENT PERFORMANCE OF SERVICES DURING LABOR STRIKES (AFMC) (JUL 1997)

5352.207-9002 RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS WITH ITS OWN PERSONNEL (AFMC) (JUL 1997)

5352.216-9003 AWARD FEE (AFMC) (JUL 1997)

Para (a), Dollar Amount is 'maximum of 8% of any O&M Service CLINs exercised, to include CLINs 0002, 0003, 0006 and/or 0007.'

Para (e), Number of pages '15'

5352.223-9000 USE OF HAZARDOUS MATERIALS IN THE PERFORMANCE OF ON-BASE CONTRACTS (AFMC) (JUL 1997)

Para (b), Specified time period is '30 days in accordance with California Code of Regulations 2729, Part D'

Para (b), Locally Specified Quantity of Material '500 pounds, 55 Gals, or 200 CF'

Para (c), Form Number of Contractor Hazardous Material Report is '(to be determined by LA County Fire Dept)'

Para (c), Installation is 'Los Angeles County Fire Department'

Para (c), Appropriate Office is 'Health Hazardous Material Division, 5825 Rickenbacker Road, Commerce CA 90040'

Para (c), Telephone Number is '(213)890-4000'

5352.225-9001 ENGLISH LANGUAGE REQUIREMENTS (AFMC) (JUL 1997)

5352.228-9001 INSURANCE CLAUSE IMPLEMENTATION (AFMC) (JUL 1997)

5352.231-9001 SEGREGATION OF COSTS (AFMC) (JUL 1997)

CLINs 'all cost reimbursement CLINs to include CLINs 0004, 0005 and 0033'

- 5352.237-9000 EMPLOYEE QUALIFICATION (AFMC) (JUL 1997)  
5352.237-9001 CONTRACTOR IDENTIFICATION (AFMC) (JUL 1997)  
5352.239-9006 CONTRACTOR FURNISHED SOFTWARE (IT RESOURCES) (AFMC) (JUL 1997)  
5352.245-9000 GOVERNMENT- FURNISHED PROPERTY (GFP) (AFMC) (JUL 1997)  
FOB Site 'destination'  
List Government Property by Item Number, NSN, Noun, Part Number, Quantity and Delivery Date 'in accordance with Exhibit 5 of the PWS dated 28 July 99, Attachment 1, Section J'  
5352.245-9001 GOVERNMENT- FURNISHED PROPERTY/CONTRACTOR REQUISITIONING (AFMC) (JUL 1997)  
List Government Furnished Property by Item Number, NSN, Noun, Part Number and Quantity  
'See Technical Exhibit 5Diii, of the PWS, dated 28 July 99, Attachment 1, Section J, hereof'  
5352.245-9002 MAINTENANCE OF GOVERNMENT- FURNISHED PROPERTY (AFMC) (JUL 1997)  
Para (a), Items of GFP to be maintained by the contractor: 'preventive and recurring maintenance'  
Para (b), Date MILSTRIP Authorization Terminates 'TBD'  
Para (c), Project Code 'TBD'  
Para (c), Advice Code 'TBD'  
Para (c), Signal Code 'TBD'  
Para (c), Fund Code 'TBD'  
5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997)  
Alt I, Para (e), List Installations 'Edwards Air Force Base CA'  
Alt I, Para (f), List Support Items 'PMEL, Limited Security, MILSTRIP, Communications (T1 Line Support) and Publications'  
5352.245-9012 RENT-FREE USE OF GOVERNMENT-OWNED PROPERTY (AFMC) (JUL 1997)  
List Item and period available: 'Items listed in Exhibit 5 of the PWS, dated 28 Jul 99, Attachment 1, Section J'

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	27	27 JUL 1999	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)
ATTACHMENT 1	81	28 JUL 1999	PERFORMANCE WORK STATEMENT
ATTACHMENT 2	6	05 AUG 1999	DD FORM 254 - CONTRACT SECURITY CLASSIFICATION
ATTACHMENT 3	19		AWARD FEE PLAN
ATTACHMENT 4	16		QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
ATTACHMENT 5	10	01 AUG 1999	SERVICE CONTRACT ACT (SCA) WAGE DETERMINATION No. 94-2048 Revision No 10
ATTACHMENT 6	47	20 FEB 1999	COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN CABACO INC. and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL #986
ATTACHMENT 7	43	20 MAY 1996	COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN CABACO INC, and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL I-25

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT PROVISIONS**

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT PROVISIONS**

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A  
TERRORIST COUNTRY (MAR 1998)  
252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR  
1998)  
252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF  
CHINA (FEB 1999)  
252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

**C. AIR FORCE MATERIEL COMMAND FAR CONTRACT PROVISIONS**

5352.215-9000 REPRESENTATIONS AND CERTIFICATIONS (AFMC) (JUL 1997)  
Buying activity address is 'ASC/ENVK  
ATTN: Mr Daniel J. Lyons III  
1801 Tenth St  
Wright Patterson AFB, OH 45433-7626'

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT PROVISIONS IN FULL TEXT**

**52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs

(a)(1) through (a)(3) of this provision \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)**

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a



Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN:-----

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other-----

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name-----

TIN-----

**52.207-04 ECONOMIC PURCHASE QUANTITY -- SUPPLIES (AUG 1987)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

**OFFEROR RECOMMENDATIONS**

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been

convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **52.215-06 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
--	--

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**52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) - ALTERNATE I (OCT 1998) - ALTERNATE II (JAN 1999)**

(a)

(1) The standard industrial classification (SIC) code for this acquisition is 8744.

(2) The small business size standard is \$20 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_\_ is, \_\_\_\_ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \_\_\_\_ is, \_\_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_\_ is, \_\_\_\_ is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Oct 1998). As prescribed in 19.307(a)(1), add the following paragraph (b)(4) to the basic provision:

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

Alternate II (Jan 1999). As prescribed in 19.307(a)(3), add the following paragraph (b)(5) to the basic provision:

(5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It \_\_\_\_\_ is, \_\_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_\_\_\_\_ is, \_\_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

#### **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **52.223-01 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

#### **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

\_\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

\_\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

\_\_\_\_ (III) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

\_\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**B. DEFENSE FAR SUPP CONTRACT PROVISIONS IN FULL TEXT**

**252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)**

(a) Definitions. As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentalities thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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## 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions	Basis for Rights Assertion**	Asserted Asserting Category***	Name of Person Restrictions***
(LIST)****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.



\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date -----

Printed Name and Title -----

Signature -----

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

#### **C. ADMINISTRATIVE AND ONE-TIME-USE PROVISIONS IN FULL TEXT**

##### **K001 JOINT VENTURE (MAY 1997)**

In addition to the requirements of FAR 4.102, and to assure a single point of contact for resolution of contractual matters and payments under any resultant contract, each participant in a joint venture must complete and sign the certification hereunder. The completed certifications are to be provided with the offerors'/bidders' response to this solicitation.

The parties hereto expressly understand and agree as follows:

(a) \_\_\_\_\_ is the principal representative of \_\_\_\_\_ (name, title, and company) the joint venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him or her. In the absence of \_\_\_\_\_ (same name, title, and company as above) \_\_\_\_\_ (enter name, title, and company of alternate) is the alternate principal representative of the joint venture.

(b) Direction, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, shall be directed to \_\_\_\_\_ (enter principal representative of name, title and company of principal) the joint venture.  
(AF FAR Sup 5304.104(d))

FIRM \_\_\_\_\_ FIRM \_\_\_\_\_

NAME \_\_\_\_\_ NAME \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

DATE OF EXECUTION \_\_\_\_\_ DATE OF EXECUTION \_\_\_\_\_

NOTE: If additional signatures are required, submit the above certification, in the identical format, as an attachment to your response to this solicitation and complete this block indicating the same [ ].

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT PROVISIONS**

52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)  
52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)  
Rated Order: 'DOC3'  
52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)  
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)  
52.216-01 TYPE OF CONTRAC (APR 1984)  
Type of contract is 'Fixed Price Award Fee with some Cost Reimbursement CLINs'  
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)  
52.233-02 SERVICE OF PROTEST (AUG 1996)  
Para (a) Official or location is 'same as Block 7, Page 1'  
52.237-01 SITE VISIT (APR 1984)  
52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)  
52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT PROVISIONS**

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)  
252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE  
GOVERNMENT (JUN 1995)

**C. AIR FORCE MATERIEL COMMAND FAR CONTRACT PROVISIONS**

5352.215-9006 INTENT TO INCORPORATE CONTRACTOR'S TECHNICAL PROPOSAL (AFMC) (AUG  
1998)  
5352.215-9014 SUBMISSION OF COST OR PRICING DATA (AFMC) (AUG 1998)  
Para (b), Number of calendar days is '14'  
5352.215-9016 ACQUISITION OMBUDSMAN (AFMC) (JUL 1997)  
Ombudsman's name is 'Mr Stephen J. Plaisted'  
Ombudsman's telephone number is '(937)255-9095'  
5352.232-9002 ROUGH ORDER OF MAGNITUDE (ROM) ESTIMATE PROFILE (AFMC) (JUL 1997)  
Fiscal YR and Estimated Amount:  
2000 \$3,400,000  
2001 \$11,600,000  
2002 \$11,900,000  
2003 \$12,100,000  
2004 \$12,300,000  
2005 \$10,000,000'  
5352.245-9005 ELIMINATION OF COMPETITIVE ADVANTAGE IN THE USE OF GOVERNMENT  
PROPERTY (AFMC) (JUL 1997)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT PROVISIONS IN FULL TEXT**

**52.211-04 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)**

ASC/De achment 1  
2503 East Avenue P, Palmdale CA 93550-2196  
(661)272-6728, (Fax)-6702  
Capt Thomas Sparaco  
0900-1600 Monday - Friday

**B. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT PROVISIONS IN FULL TEXT**

**5352.215-9001 NOTICE OF PRE-BID/PRE-PROPOSAL CONFERENCE (MAY 1996)**

(a) A pre-bid/pre-proposal conference was conducted at American Red Cross Facility 2715 East Avenue P, Palmdale CA on 26 MAY 1999 at 0800-1800 for the purpose of answering questions regarding this solicitation. Information included in the DRFP posted 18 May 99 was as follows:

(b) Submit the names of all attendees two(2) (not to exceed) to Capt Thomas Sparaco 2503 East Avenue P Palmdale CA 93550-2196 (805)272-6728 Fax (805) 273-7558 prior to 24 MAY 1999 . This information must be provided in advance in order to ensure access to the military base/conference site and adequate seating for the conference attendees.

(c) Bidders/Offerors are requested to submit questions to the point of contact noted above not later than 21 May 99 [insert time and date]. Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

(d) A record of the conference shall be made and furnished to all prospective bidders/offerors. The record should include minutes of the meeting, including questions (on a non-attribution basis) and answers.

(e) **There are no additional Pre-Bid/Pre-Proposal Conferences planned or scheduled.**

**C. ADMINISTRATIVE AND ONE-TIME-USE PROVISIONS IN FULL TEXT**

**L011 APPLICABLE CLAUSES (OCT 1997)**

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

(a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM), DFARS 252.227-7034, PATENTS - SUBCONTRACTS, and DFARS 252.227-7039, PATENTS - REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, FAR 52.227-12, PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM), will be included in Section I consistent with FAR Part 27.

(b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting

Standards Notices and Certification (National Defense).

(c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

(d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.

(e) Comprehensive Subcontracting Plan. If the offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) will be used in Section I in lieu of FAR 52.219-9, FAR 52.219-16, DFARS 252.219-7003, and DFARS 252.219-7005.

#### **L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)**

a. Pursuant to FAR 15.306, the Contracting Officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as the initial price proposed, and other items set forth in Section M of this solicitation. Only technically acceptable proposals or those deemed reasonable susceptible to being made acceptable will be considered in any competitive range determination. See the Section M paragraph entitled "Evaluation Criteria," for a definitive listing of these criteria and their relative importance.

b. Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong competition, the Contracting Officer will also look to eliminate time consuming and unnecessary discussions with those offerors whose proposals have no reasonable chance for award. In addition, pursuant to FAR 15.306(c)(2), if the Contracting Officer determines that the number of highly rated proposals that might otherwise be included in the competitive range are too numerous to conduct an efficient competition, the Contracting Officer may then limit the competitive range to the greatest number of proposals that will allow an efficient competition. These procedures are considered beneficial to both the Air Force and the offerors involved since, in addition to saving further expenditure of resources, acquisition lead time should be reduced.

c. Accordingly, offerors should submit initial proposals on their most favorable terms, from both a technical and cost/price standpoint. Again, it should be noted that proposals will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to cost/price considerations alone.

d. Offerors whose proposals are not included in the competitive range will be notified as soon as practicable. Additional information relative to such proposals will be provided through debriefing of unsuccessful offerors.

#### **AFMCPK-L1 PROPOSAL FORMAT AND CONTENTS (JUL 1999)**

##### **1. Program Structure and Objectives**

AFP 42 is managed by Aeronautical Systems Center (ASC), Facilities Support Branch (ASC/ENVP), Acquisition Environmental, Safety and Health Division, Engineering Directorate. The contracting activity conducting the source selection is ASC/ENVK, Wright-Patterson AFB OH 45433-7626. ASC Detachment 1 at Palmdale CA will administer the contract. AFP 42 is comprised of several different government-owned, contractor-operated (GOCO) industrial sites with various site operators responsible for the operation of one or more sites. The purpose of the

O&M contract is to support the ASC Detachment 1 mission which is: "To provide command and control of AFP 42 for production, modification, depot maintenance, and flight-test of US Aerospace Systems and to support government and commercial joint-use airfield operations." An adequate level of O&M services is required to protect and support ongoing aircraft maintenance and planned production and testing of aircraft at AFP 42.

## 2. General Instructions

a. Point of Contact - The Procuring Contracting Officer (PCO) at ASC/ENVK is the sole point of contact for this acquisition. Address any questions or concerns you may have to the PCO. Written requests for clarification may be sent to the PCO at the address located in Section A of the model contract/ solicitation.

b. Debriefings - All offerors may request debriefings by providing a written request to the PCO. The PCO will notify offerors of the source selection decision within 3 calendar days after award. Offerors desiring debriefing must request in writing within 3 calendar days after the PCO notification. To the maximum extent practicable, debriefings will be conducted within 5 days after the offeror's request.

c. Discrepancies - If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

d. Reference Library - A reference library has been established containing all solicitation documents on the PreAward Information Exchange System (PIXS), ASC's electronic bulleting board. This library is located at <http://www.pixs.wpafb.af.mil/> . In addition, referenced documentation for Section C-6 in the PWS is available through the internet at: <http://www.afmc-mil.wpafb.af.mil/pdl/> . Any items not available may be obtained through ASC/Det 1, Capt Thomas Sparaco, at (661)272-6728 or fax (661)272-7558.

### e. Organization/Distribution/Number of Copies/Page Limits -

(1) The offeror shall prepare the proposal as set forth in Table 1 below. The titles and contents of the volumes should be as defined in Table 1 of this document, all of which shall be within the required page limits and with the number of copies as specified in the table. The attachments identified in the table should be separatel bound in three-ring, loose-leaf binders, as necessary. The contents of each proposal volume is described in the ITO paragraph as noted in the table below.

**Table 1.1 Proposal Organization**

VOLUME	ITO Paragraph	TITLE	COPIES	PAGE LIMIT/GOAL
I	3	Executive Summary	1 original & 1 copy	3
II	4	Technical Proposal	" "	25
IIa	4	Management	" "	25
IIb	4	Resource/Physical Securit	" "	15
IIc	4	Aircraft Rescue & Fire Fighting	" "	15
IId	4	Maintenance	" "	15
IIE	4	Engineering Services	" "	10
III	5	Price Proposal	" "	N/A
IV	6	Contract Documentation	" "	N/A
V	7	Relevant Past & Present Performance	" "	15

(2) The "original" volume shall be identified and marked accordingly. All Proposal volumes shall be mailed to the CO at the following address:

**ASC/SYG (AFP 42 O&M Services)**  
**Attn: Ms. Gail M. Porumb, Contracting Officer**  
**Bldg 125, Room 1446**  
**2335 7th St**  
**Wright-Patterson AFB OH 45433-7805**

(3) Paper copies of the proposal are required in accordance with Table 1.1 above. The proposal shall also be submitted digitally on either CD-ROM (preferred) or 100MB Zip Disks. If CD-ROMs are used, one primary and one backup copy using ISO 9660 format as a guide (platform independent format). The electronic media shall not contain any classified data. Proposal files shall be in a format that is usable with Microsoft (MS) Office 97 (Word 97, Power Point 97, Excel 97, and Project 98). Offerors are required to state in their proposal delivery letter that all electronic submittals have been checked for viruses. If the offeror out-sources the electronic portion of the proposal submission, the offeror is responsible for checking the media before delivery to the Government for viruses in addition to being readable by a desktop computer system. If the electronic data submittal is determined to be unreadable by the Government or is corrupted by a virus, the offeror will be notified and provided the opportunity to resubmit the electronic data within three days.

f. Proposal Format

(1) This section of the ITO provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Performance Work Statement (PWS), Contract Data Requirements List (CDRL) and Model Contract. Non-conformance with the ITO may result in an unfavorable proposal evaluation.

(2) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal.

(3) The proposal acceptance period is specified in Section A of the model contract/solicitation. The offeror shall make a clear statement that the proposal is valid until this date in the proposal documentation volume. In compliance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

(4) Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired.

g. Binding and labeling - Each volume of the proposal should be separately bound in a three-ring loose leaf binder which shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data should be placed on the spine of each binder. All unclassified document binders shall have a color other than red or other applicable security designation colors. Be sure to identify appropriate markings such as the legend at FAR 52.215-1(e), Restriction on Disclosure and Use of Data.

h. Page Format Restrictions and Limitations

(1) Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be typed with 1.5 line spacing. Except for the reproduced sections of the solicitation document, the font size shall be no less than 12 point.



Use at least 1-inch margins on the top and bottom and 3/4 inch side margins. Pages shall be numbered sequentially by volume. These page format restrictions shall apply to responses to Evaluation Notices (ENs).

(2) Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies) will be returned to the offeror as soon as practicable. Page limitations shall be placed on responses to ENs. The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors. When both sides of a sheet display printed material, it shall be counted as 2 pages. See paragraph j below for foldouts.

(3) Each page shall be counted except the following: Cover pages, tables of contents, tabs, and glossaries.

i. Indexing - Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

j. Foldouts - Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematic ; not for pages of text. For tables, charts, graphs and figures, the font shall be no smaller than 9 point.

k. Pricing Information - All pricing information shall be addressed ONLY in the Price Proposal and Contract Documentation Volumes. All dollar amounts provided in response to these instructions shall be rounded to the nearest whole dollar.

l. Cross Referencing -

(1) Each volume shall be written to the greatest extent possible on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within a proposal volume is not permitted. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal.

(2) The offeror shall create the cross reference matrix at Attachment 1(see AFMCPK-L2) of this ITO indicating the proposal reference information as it relates to the ITO, PWS, CLIN numbers, and CDRL references found therein.

m. Glossary of Abbreviations and Acronyms - Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

**3. Volume I - Executive Summary**

In the executive summary volume, the offeror shall provide the following information:

a. A concise narrative summary of the entire proposal, including a highlight of any key or unique features, excluding price. The salient features should tie in with Section M evaluation criteria. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.

b. A master table of contents of the entire proposal.

**4. Volume II Technical Proposal**

a. General - The Technical Volume should be specific and complete. Legibility, clarity and coherence are very important. Your responses will be evaluated against the technical subfactors defined in Section M, Evaluation Criteria. Using the instructions provided below, provide as specifically as possible the actual methodology you

would use for accomplishing/satisfying these subfactors. All the requirements specified in the solicitation are mandatory. By your proposal submission you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in the proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

b. Format -

(1) Technical Risk will be addressed in the Technical volume. In this volume, address your proposed approach to meeting the requirements of each technical subfactor, as well as the risks in your proposed performance in terms of Technical/performance, cost, and/or schedule. You must also address your plans to mitigate and/or manage these risks and describe the risk such efforts will impose on other areas of Technical, cost, or schedule

(2) Each Technical sub-volume shall be organized according to the following general outline:

- (a) Table of Contents
- (b) List of Table and Drawings
- (c) Glossar
- (d) Subfactor including Scenario Response (if required)

c. Specific Content

(1) Management Sub-Volume - The Management Sub-volume shall consist of the following:

- (a) Table of Contents
- (b) List of Table and Drawings
- (c) Glossar
- (d) Subfactor 1 (T-1, Management)

(i) The offeror shall provide an AFP 42 Staffing Organization Chart - to include but not limited to: functional assignments, contracting officer, program managers, levels of authority, signatory authority, first-line managers, safety personnel assignment, including position titles

(ii) The offeror shall provide proposed training certification and qualifications management plan to include position descriptions of all management positions.

(iii) The offeror shall provide a description of proposed integrated asset management system. Include discussion of the various functions to be included and salient features of the proposed system and databases.

(iv) The offeror shall provide a description of Proposed Subcontract Management Process, including scheduling and award process.

(v) Description of proposed management planning process including quality control and oversight and integration of all functional areas.

(2) Resource/Physical Security sub-volume - The Resource/Physical Security Sub-volume shall consist of the following:

- (a) Table of Contents

- (b) List of Table and Drawings
- (c) Glossar
- (d) Subfactor 2 (T-2, Resource/Physical Security)

(i) The offeror shall provide an Implementation Process Plan consisting of an Organizational Chart with patrol maps, manning chart and shift schedules, including position titles, and position descriptions for management positions

(ii) Response to the following scenario:

### **SECURITY FORCES EXERCISE**

At approximately 1930 hours, a US Government Vehicle approaches the Site 4 entry gate and requests entry to the installation. The driver is a male military member, dressed in a pilot uniform. The passenger is a female military member dressed in Battle Dress Uniform (BDU). The operator of the vehicle begins to become upset over the delay in his access and speeds onto the installation without clearance.

The vehicle proceeds directly towards the facilities main parking lot. The male driver parks the vehicle and the occupants proceed towards the facilities main entrance.

Briefly describe your response actions to this type of incident, while still maintaining security of the installation and what actions, if any, the Installation Entry Controller should have taken in this incident.

(3) Aircraft Rescue and Fire Fighting (ARFF) Sub-Volume - The ARFF Sub-volume shall consist of the following:

- (a) Table of Contents
- (b) List of Table and Drawings
- (c) Glossar
- (d) Subfactor 3 (T-3, ARFF)

(i) The offeror shall provide a Fire Operations Implementation Plan including but not limited to an Organizational Chart with manning and shift schedules, including position titles, and position descriptions for management positions.

(ii) Response to the following scenario:

This is an Air Force exercise for the fire dept only.

- A C-5 aircraft has just landed on Runway 25
- Upon landing the pilot reported smoke in the Cargo area.
- All engines were shut down.

- Four crewmen evacuated to a safe area outside the aircraft.
- One crewman failed to exit the aircraft and is unaccounted for.
- His landing gear collapsed and the aircraft came to rest on runway 25.
- Information provided at the time of the landing is as follows:
  - 5 - Crewmen (no passengers)
  - 18,000 gallons of fuel remaining
  - Wind speed and direction:
    - Wind blowing toward the nose of the aircraft
    - Gusting up to 15 knots

Assumptions:

- No debris from aircraft on runway
- No hazardous cargo
- No outside mutual aid available
- All Air Force Plant 42 Fire Department assigned vehicles available
- Outside notifications simulated
- Exercise terminated when victim taken to a safe area

**Task:**

1. Describe responding vehicles required.
  2. Describe manning of responding vehicles.
  3. Describe responding vehicle approach and final positioning in relationship to the aircraft. Provide function of each person in the vehicle during approach and final positioning.
  4. Describe function of each firefighter during ground operations (fire attack, aircraft entry, rescue operations, etc).
  5. Describe required personnel protective equipment (PPE) for the entire exercise.
  6. Describe the Incident Management system.
- (4) Maintenance Sub-Volume - The Maintenance Sub-volume shall consist of the following:
- (a) Table of Contents
  - (b) List of Table and Drawings
  - (c) Glossar
  - (d) Subfactor 4 (T-4, Maintenance)

(i) The offeror shall provide a Management Plan for Maintenance to include the following:

- a. Organizational chart including manning and skill mixes, position titles, and position descriptions for management positions;
- b. Description of the quality control process for maintenance;
- c. Description of recurring and preventive maintenance scheduling process;
- d. Description of airfield management process

(5) Engineering Services Sub-Volume - The Engineering Services Sub-volume shall consist of the following:

- (a) Table of Contents
- (b) List of Table and Drawings
- (c) Glossar
- (d) Subfactor 5 (T-5, Engineering Services)

(i) The offeror shall provide a Project Management Process Plan for Engineering Services to manage a construction project from concept to Government acceptance of completed construction. This process shall include the budgeting process and position descriptions for management positions. Include:

- a. Management of a single project;
- b. Management of multiple projects

(ii) The offeror shall provide a description of the interrelationship between the engineering services and the maintenance function.

#### 5. **Volume III Cost/Price Volume**

##### a. General Instructions

(1) Volume Organization - All CLINs bid in the source selection by the offeror are fixed price. The award fee for each contract period is based on a maximum of 8% of the fixed price CLINs in that contract period. See award fee plan (Atch 3 to the RFP) for additional details. Do not include award fee amounts in your proposal. Evaluation of offers will be based on the fixed price CLINs, without award fee. The price volume shall include completion of the following table:

**Table 5.1**

CLIN	Description	Option #	Contract Type	Price
<b>Transition Period</b>				<b>5 Jul 00-31 Jul 00</b>
0001	Transition Period		Firm Fixed Price (FFP)	
<b>Basic Contract Period</b>				<b>1 Aug 00-30 Jun 01</b>
0002	O&M Services		Fixed Price Award Fee(FPAF)	

0003	Data		Not Separately Priced(NSP)	NSP
0004	Materials, Supplies, Utilities, and Equipment		Cost Reimbursement (CR)	\$810,000
0005	Work Requests		CR	\$190,000
0006	Entry Control Point (ECP) for Site 3	<b>1</b>	FPAF	
0007	5 Minute Security Response - Option	<b>2</b>	FPAF	
0033	Capital-Type Rehabilitation (CTR)		CR	Reserved
0034	Award Fee Payment		N/A	Reserved
<b>Option Period 1</b>				<b>1 Jul 01-30 Jun 02</b>
0008	O&M Services	<b>3</b>	FPAF	
0009	Materials, Supplies, Utilities, and Equipment	<b>4</b>	CR	\$810,000
0010	Work Requests	<b>5</b>	CR	\$190,000
0011	Entry Control Point (ECP) for Site 3	<b>6</b>	FPAF	
0012	5 Minute Security Response	<b>7</b>	FPAF	
<b>Option Period 2</b>				<b>1 Jul 02-30 Jun 03</b>
0013	O&M Services	<b>8</b>	FPAF	
0014	Materials, Supplies, Utilities, and Equipment	<b>9</b>	CR	\$810,000
0015	Work Requests	<b>10</b>	CR	\$190,000
0016	Entry Control Point (ECP) for Site 3	<b>11</b>	FPAF	
0017	5 Minute Security Response	<b>12</b>	FPAF	
<b>Option Period 3</b>				<b>1 Jul 03-30 Jun 04</b>
0018	O&M Services	<b>13</b>	FPAF	
0019	Materials, Supplies, Utilities, and Equipment	<b>14</b>	CR	\$810,000
0020	Work Requests	<b>15</b>	CR	\$190,000
0021	Entry Control Point (ECP) for Site 3	<b>16</b>	FPAF	
0022	5 Minute Security Response	<b>17</b>	FPAF	
<b>Option Period 4</b>				<b>1 Jul 04-31 Dec 04</b>
0023	O&M Services	<b>18</b>	FPAF	
0024	Materials, Supplies, Utilities, and Equipment	<b>19</b>	CR	\$405,000
0025	Work Requests	<b>20</b>	CR	\$95,000
0026	Entry Control Point (ECP) for Site 3	<b>21</b>	FPAF	
0027	5 Minute Security Response	<b>22</b>	FPAF	
<b>Option Period 5</b>				<b>1 Jan 05-30 Jun 05</b>
0028	O&M Services	<b>23</b>	FPAF	
0029	Materials, Supplies, Utilities, and Equipment	<b>24</b>	CR	\$405,000
0030	Work Requests	<b>25</b>	CR	\$95,000

0031	Entry Control Point (ECP) for Site 3	26	FPAF	
0032	5 Minute Security Response	27	FPAF	
<b>TOTAL CONTRACT PRICE</b>				

(2) Rounding - All dollar amounts provided shall be rounded to the nearest dollar

**6. Volume IV - Contract Documentation**

a. Model Contract/Representations and Certifications. The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include a signed copy of the Model Contract, and Sections A through K. This includes:

(1) Completion of blocks 15 and 16 and signature and date for blocks 17 and 18 of the SF Form 33. Signature by the offeror on the SF Form 33 constitutes an offer, which the Government may accept. The "original" copy should be clearly marked under separate cover and should be provided without any punched holes.

(2) Completed pricing information in Section B of the model contract.

(3) Section G - Complete 5352.232-9000, Remittance Address and G015 - Taxpayer Identification Number

(4) Section I - Complete 252.251-7000 "Ordering from Government Supply Sources

(5) Section K - Representations and Certifications. Completed representations, certifications, acknowledgments and statements.

b. Exceptions to terms and conditions. Exceptions taken to terms and conditions of the model contract, to any of its formal attachments, or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of Table 6.1. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

**Table 6.1 - SOLICITATION EXCEPTIONS**

<i><b>Solicitation Document</b></i>	<i><b>Paragraph/Page</b></i>	<i><b>Requirement/Portion</b></i>	<i><b>Rationale</b></i>
<i>PWS Model Contract, ITO, etc.</i>	<i>Applicable Page and Paragraph Numbers</i>	<i>Identify the requirement or portion to which exception is taken</i>	<i>Justify why the requirement will not be met</i>

c. Authorized Offeror Personnel. Provide the name, title and telephone number of the company/division point of contact regarding source selection decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

d. Company/Division Street Address. Provide company/division's street address, county and facility code; size of business (large or small); and labor surplus area designation. This same information must be provided if the

work for this contract will be performed at any other location(s). List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

e. GFP and /or Base Support Requirements. The Government plans to provide the items listed in Technical Exhibit 5 of the PWS as GFP. See Section I Clause 5352.245-9004 entitled, "BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997)." No additional GFP is available.

#### **7. Volume V - Relevant Present And Past Performance**

a. General. Each offeror shall submit a present and past performance volume with its proposal in accordance with the format contained in Attachment 2 (see AFMCPK-L3) to Section L. Offerors are cautioned that the Government will use data provided by each offeror in this volume and data obtained from other sources in the evaluation of present and past performance. Valuable information can be obtained from seemingly unrelated prior contracts regarding technical capability, management responsiveness, proactive process improvements, ability to handle complex technical or management requirements, etc.

b. Early Proposal Information. Each offeror is requested to submit the information shown in Attachment 2 for each relevant contract 14 days prior to the date set for receipt of proposals. Failure to submit Early Proposal Information will not result in offeror disqualification.

c. Relevant Contracts. Submit information on contracts that you consider relevant in demonstrating your ability to perform the proposed effort. Include rationale supporting your assertion of relevance. For a description of the characteristics or aspects the Government will consider in determining relevance, see Section M, Clause M002, paragraph (4). Note that the Government generally will not consider performance on an effort that concluded more than more than three years prior to this source selection.

d. Specific Content. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Merely having problems does not automatically equate to a Marginal/Little Confidence or Unsatisfactory/No Confidence rating, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the offeror to be considered an Exceptional/High Confidence or Very Good/Significant Confidence candidate. For example, submittal of quality performance indicators or other management indicators that clearly support that an offeror has overcome past problems is required. Categorize the relevance information into the specific evaluation subfactors used to evaluate the proposal:

- (1) SubFactor 1 - Management
- (2) Subfactor 2 - Resource/Physical Security
- (3) Subfactor 3 - Aircraft Rescue and Fire Fighting
- (4) Subfactor 4- Maintenance
- (5) Subfactor 5 - Engineering Services

e. Organizational Structure Change History. Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. As part of



this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment. Since the Government intends to consider present and past performance information provided by other sources as well as that provided by the offeror(s), your "roadmap should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

## AFMCPK-L2 CROSS REFERENCE MATRIX (JUL 1999)

### ATTACHMENT 1: CROSS REFERENCE MATRIX

See SECTION L Clause AFMCPK-L1, paragraph 2.1.(2) regarding instructions for completion of the solicitation Cross Reference Matrix. If this matrix conflicts with any other requirement, direction or provision of this solicitation, the other reference shall take precedence over this matrix. Additionally, to the extent this matrix discloses details as to the extent or manner by which the Government intends to evaluate offeror's proposals for award, Section L & M references in the matrix are for information purposes only and the Government shall be obligated to evaluate proposals solely in conformance with the provisions of the Section M of the solicitation.

An example of the format is shown below:

SOLICITATION CROSS REFERENCE MATRIX				
<u>PWS</u>	<u>CLIN</u>	<u>Section L</u>	<u>Section M</u>	<u>Proposal</u>
C-1, C-1A, C-1B, C-1C, C-1D, C-1E, C-1F	0002	4.c.(1)(d)(i), 4.c.(1)(d)(ii), 4.c.(1)(d)(iii), 4.c.(1)(d)(iv), 4.c.(1)(d)(v),	T-1	
C-3	0002	4.c.(1)(d)(iii)	T-1	
C-5, C-5A, C-5B, C-5C, C-5D, C-5E, C-5F	0002	4.c.(1)(d)(i), 4.c.(1)(d)(ii), 4.c.(1)(d)(iii), 4.c.(1)(d)(iv), 4.c.(1)(d)(v)	T-1	
C-6	0002	4.c.(1)(d)(i)	T-1	
C-1F	0002, 0006, 0007	4.c.(2)(d)(i) 4.c.(2)(d)(ii)	T-2	
C-5F	0002, 0006, 0007	4.c.(2)(d)(i) 4.c.(2)(d)(ii)	T-2	
C-6	0002	4.c.(2)(d)(i) 4.c.(2)(d)(ii)	T-2	
C-1B	0002	4.c.(3)(d)(i) 4.c.(3)(d)(ii)	T-3	
C-5B	0002	4.c.(3)(d)(i) 4.c.(3)(d)(ii)	T-3	

C-6	0002	4.c.(3)(d)(i) 4.c.(3)(d)(ii)	T-3	
C-1D	0002	4.c.(4)(d)(i)	T-4	
C-5D	0002	4.c.(4)(d)(i)	T-4	
C-6	0002	4.c.(4)(d)(i)	T-4	
C-1A	0002, 0033	4.c.(5)(d)(i)	T-5	
C-5A	0002, 0033	4.c.(5)(d)(i) 4c.(5)(d)(ii)	T-5	
C-6	0002, 0033	4.c.(5)(d)(i)	T-5	

**AFMCPK-L3 ATTACHMENT 2: PAST PERFORMANCE INFORMATION (JUL 1999)**

**ATTACHMENT 2: PAST PERFORMANCE INFORMATION**

Provide the information requested in this form for each contract/program being described. Provide frank, concise comments regarding your performance on the contracts you identify. If more space is required, continue on the back of form.

A. OFFEROR NAME (COMPANY/DIVISION) (NOTE: If the company or division performing this effort is different than the offeror or the relevance of this effort to the instant acquisition is impacted by an company/corporate organizational change, note those changes. Refer to the "Organizational Structure Change History" you provided as part of your Past Performance Volume.)

B. PROGRAM TITLE:

C. CONTRACT SPECIFICS:

1. Contract Number \_\_\_\_\_
2. Contract Type \_\_\_\_\_
3. Period of Performance \_\_\_\_\_
4. Original Contract \$ Value \_\_\_\_\_
5. Current Contract \$ Value \_\_\_\_\_
6. If Amounts for 4 and 5 above are different, provide a brief description of the reason \_\_\_\_\_

D. BRIEF DESCRIPTION OF EFFORT AS   PRIME OR   SUBCONTRACTOR

(Please indicate whether it was development and/or production, or other acquisition phase and highlight portions considered most relevant to current acquisition)

E. COMPLETION DATE:

1. Original date: \_\_\_\_\_
2. Current Schedule: \_\_\_\_\_
3. Estimate at Completion: \_\_\_\_\_
4. How Many Times Changed: \_\_\_\_\_
5. Primary Causes of Change: \_\_\_\_\_

**F. PRIMARY GOVERNMENT POINTS OF CONTACT:**

(Please provide current information on all three individuals)

1. Program Manager:      Name: \_\_\_\_\_  
   Office \_\_\_\_\_  
   Address \_\_\_\_\_  
   Telephone \_\_\_\_\_

**ATTACHMENT 2: PERFORMANCE INFORMATION (CONTINUED)**

2. Contracting Officer:      Name: \_\_\_\_\_  
   Office \_\_\_\_\_  
   Address \_\_\_\_\_  
   Telephone \_\_\_\_\_

3. ACO:                              Name: \_\_\_\_\_  
   Office \_\_\_\_\_  
   Address \_\_\_\_\_  
   Telephone \_\_\_\_\_

G. Address any technical (or other) area about this contract/program considered unique.

H. For each of the applicable subfactors under the Technical factor in Section M, illustrate how your experience on this program applies to that subfactor.

I. Specify, by name, any key individual(s) who participated in this program and are proposed to support the instant acquisition. Also, indicate their contractual roles for both acquisitions.

J. Describe the nature or portion of the work on the proposed effort to be performed by this entity. Also, estimate the percentage of the total proposed effort to be performed by this entity and whether this entity will be performing as the prime, subcontractor, or a corporate division related to the prime (define relationship)

**AFMCPK-L4 ATTACHMENT 3: PAST PERFORMANCE QUESTIONNAIRE (JUL 1999)**

**ATTACHMENT 3: PAST PERFORMANCE QUESTIONNAIRE**

**PRESENT/PAST PERFORMANCE QUESTIONNAIRE**

SOLICITATION NUMBER    F33657-99-R-0021

1. Please complete this questionnaire. Handwritten responses are sufficient. Explanation of codes:

<u>CODE</u>	<u>PERFORMANCE LEVEL</u>
E	EXCEPTIONAL - The contractor's performance clearly exceeds contractual requirements.
S	SATISFACTORY - No problems exist or only minor problems for which solutions are in hand.
M	MARGINAL - Problems exist for which there is doubt whether the identified solution is adequate but the problem appears to be within the contractor's ability to solve.



4. Quality of product/service

E	S	M	U	N
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5. Major discrepancies, cure or show cause notices

E	S	M	U	N
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6. Overall rating of contractor's performance

E	S	M	U	N
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If more comment space needed, write on back, or attach pages.

Name, title, address and phone of person completing questionnaire.

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Phone \_\_\_\_\_ FAX \_\_\_\_\_

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT PROVISIONS**

52.217-05 EVALUATION OF OPTIONS (JUL 1990)

**B. AIR FORCE MATERIEL COMMAND FAR CONTRACT PROVISIONS**

5352.214-9001 AWARD-ALL OR NONE BASIS (AFMC) (AUG 1998)  
Appropriate FAR clause '52.215-1'

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by full text:

**A. ADMINISTRATIVE AND ONE-TIME-USE PROVISIONS IN FULL TEXT**

**M001 SOURCE SELECTION (FEB 1997)**

The government will select the best overall offer, based upon technical acceptability, performance confidence and price. This is a best value source selection using Performance Price Tradeoff (PPT), conducted in accordance with Federal Acquisition Regulation (FAR) 15.101 and Air Force FAR Supplement (AFFARS) 5315.101-1(a). In PPT, tradeoffs do not occur on the basis of technical merit, but on the basis of an integrated assessment of offerors' past performance and price. Utilizing PPT there will be an evaluation for technical acceptability. The performance confidence rating is significantly more important than cost or price. For those proposals deemed technical acceptable, an integrated assessment will be conducted for which past performance and price are the only discriminators. Award will be made to the offeror who is deemed responsible in accordance with FAR 9.1, whose proposal conforms to the solicitation's requirements and is judged, based on the evaluation factors and subfactors, to represent the best value to the government. The best value is represented by the most advantageous offer, deemed technically acceptable, with optimum past performance and price. In using the best value approach, the government seeks to award to the offeror who gives the Air Force the greatest confidence that it will best meet our requirements affordably. To arrive at a best value decision, the Source Selection Authority (SSA) will integrate the source selection team's evaluation of the evaluation factors and subfactors (described below). While the government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

A decision on the acceptability of each offeror's technical proposal shall be made. Only those proposals determined to be technically acceptable, either initially or as a result of discussions, will be considered for award. The government reserves the right to award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the government reserves the right to conduct discussions, if later determined by the Contracting Officer (CO) to be necessary. All technically acceptable proposals will then be ranked, in descending order, by evaluated price. All technically acceptable proposals will then receive a performance risk assessment to determine the appropriate performance confidence ratings of exceptional, very good, satisfactory, neutral, marginal, or unsatisfactory. If the lowest evaluated price, technically acceptable offeror has also received an exceptional performance confidence rating, this offeror's proposal represents the best value to the government and award shall be made to this offeror, subject to a positive responsibility determination. The government reserves the right to award a contract to other than the lowest evaluated price if that offeror is judged to have a higher performance confidence rating. In these cases, the SSA shall use good business judgment in making the best value award decision.

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors and subfactors to be eligible for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified. Additionally,

failure to satisfactorily demonstrate the capability to comply with the requirements set forth in the solicitation may result in a "no-award" determination relative to the proposal in question.

The government intends to select one contractor for this acquisition.

The government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in price when compared to government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or proposal inadequacy

The Government will eliminate any competitive advantage resulting from the use of Government-furnished property.

## **M002 EVALUATION CRITERIA (FEB 1997)**

### **(1) Technical**

All technical proposals are evaluated against the technical factor/subfactors to determine whether they are acceptable or unacceptable. Technical Risk, as described in Section L paragraph 4.b.(1), will be considered under the offeror's proposed technical approach for each technical subfactor in making the "acceptable/not acceptable assessment.

Proposals shall be categorized, following the evaluations, as follows:

Acceptable Proposal--The proposal meets the all the minimum mandatory criteria in the solicitation. The offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certification, and technical requirements, in addition to those identified as factors and/or subfactors. Only those proposals determined acceptable, either initially or as a result of exchanges, will be considered for award. Once deemed acceptable, all technical proposals are considered to be equal.

Reasonably Susceptible of Being Made Acceptable--The proposal does not meet the minimum requirements and /or terms and conditions of the RFP when evaluated in accordance with the factors and/or subfactors; however, there is reason to believe that through minor revisions, an acceptable proposal could result.

Unacceptable Proposal--Fails to meet specified minimum performance or capability requirements and/or other solicitation requirements, such as terms and conditions, representations and certification, and technical requirements, in addition to those identified as factors and/or subfactors when evaluated in accordance with Section M of the RFP. Proposals with an unacceptable rating are not awardable.

### **Technical Subfactors:**

#### **SubFactor 1 - Management**

T-1: Your technical proposal will be evaluated for the adequacy of your approach to providing integrated management of the following in meeting the diverse requirements identified in the Performance Work Statement (PWS):

- Integration of Multiple Functions (Prioritization/Scheduling)
- Management of Subcontractors
- Quality Control
- A Total Integrated Asset Management System
- Personnel Management/Training/Certification
- Safety Program Management
- Implementation of Cost Control

This subfactor is met when the offeror's proposal demonstrates:

- The capability to manage in an integrated fashion the multiple diverse functions (security, fire, etc.) necessary to ensure continuous operations including emergencies.
- Proper staffing with qualified personnel to accomplish the PWS requirements with particular importance on the staffing organization structure of the various functions and shifts.
- Integrated management of human and other resource staffing, scheduling and training, subcontract management, quality control, safety, and cost control.

#### SubFactor 2 - Security Forces Protection

T-2: Your technical proposal will be evaluated for the adequacy of your approach to providing priorit resource response while maintaining law and order, in accordance with the security force protection requirements (PWS Section C-F).

This subfactor is met when the offeror's proposal demonstrates:

- their understanding, experience, and ability to provide adequate security forces to protect the PFTI, roving patrols capable of emergency response for protecting priority resources, and manning entry control point gates.
- An in-depth knowledge of performing security force operations on a Government installation.
- An understanding of the interrelationships between protecting priority resources and meeting emergency response time, while maintaining law and order.
- The experience necessary to evaluate operational procedures, personnel management, and equipment.

The offeror's proposed solution to the SECURITY FORCES EXERCISE (identified in Section L) demonstrates their understanding of the resource protection requirements.

#### SubFactor 3 - Aircraft Rescue and Fire Fighting (ARFF)

T-3: Your technical proposal will be evaluated for the adequacy of your approach to providing fire prevention, a fire fighting program, aircrew extraction, and the hazardous material response requirements. (PWS Section C-B)

This subfactor is met when the offeror's proposal demonstrates:

- Experience, and ability to provide for fire prevention, a fire fighting program, aircrew extraction and aircraft rescue, and hazardous material response.
- A working knowledge of AFI 32-2001, AFI 32-4002, NFPA and OSHA requirements.
- An understanding of the interrelationships between fire fighting, aircrew rescue tactics and responding to hazardous material incidents.

The offeror's proposed solution to the ARFF EXERCISE (identified in Section L ) demonstrates their understanding of ARFF requirements.



#### SubFactor 4 - Maintenance

T-4: Your technical proposal will be evaluated for the adequacy of your approach to providing maintenance operations for AFP 42 facilities, utility systems and airfield complex located in the common use area (PWS Section C-D).

This subfactor is met when the offeror's proposal demonstrates:

- An understanding of the interrelationships between implementing the normal maintenance plan, scheduling techniques, maintaining an active airfield complex and keeping all utility systems operational and the management of those diverse tasks related to maintenance and operations.
- An understanding of the quality control necessary to meet the PWS requirements.
- An understanding of scheduling and supervision of multiple concurrent tasks.

#### SubFactor 5 - Engineering Services

T-5: Your technical proposal will be evaluated for the adequacy of your approach to providing for engineering design, construction management and budget preparation (PWS Section C-A).

This subfactor is met when the offeror's proposal demonstrates:

- An understanding, experience, and ability to manage diverse tasks related to engineering design, construction management and budget preparation .
- An understanding of the interrelationships required for coordination and scheduling between all functional areas defined in the PWS, and supervision of multiple concurrent tasks.

(2) Any aspect of the technical proposal judged to be unacceptable would render the entire proposal unacceptable until corrected.

(3) All proposals determined to be unacceptable and with whom discussions are not to be conducted are considered to be outside the competitive range and excluded from further consideration.

(4) Offerors will receive a performance confidence assessment based on the offeror's past and present performance as it relates to the probability of successfully accomplishing this proposed effort.

The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance which is relevant to the Technical subfactors.

In determining relevance, consideration will be given to similar size, complexity, and type of operation and maintenance efforts, airfield maintenance, security, ARFF and structural fire fighting, and engineering efforts. This information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort.

Past performance information will be obtained through the Contractor Performance Assessment Reporting Systems (CPARS), through questionnaires tailored to the circumstances of this acquisition, through Defense Contract Management Command (DCMC) channels, interviews with program managers and contracting officers, or other sources known to the Government, including commercial sources.

Offerors are to note that, in conducting this assessment, the Government reserves the right to use both data provided by the offeror and data obtained from other sources.

The performance confidence rating is based upon the following types of information, including, but not limited to:

- Quality of product or service
- Performance of key personnel
- Cost control
- Personnel management
- Timeliness of performance
- Effectiveness of processes
- Commitment to customer satisfaction
- Subcontractor management
- Business relations
- Conformity to delivery schedules
- Facility management

The performance confidence rating definitions that apply to this solicitation are contained in AFFARS 5315.305(a)(2)(S-92).

(5) Price is evaluated to determine the anticipated price to the Government associated with the particular proposal.

The offeror's price proposal will be evaluated in accordance with the following:

Total evaluated price. The total evaluated price will be evaluated for reasonableness and completeness, and will be calculated as the sum of the following:

- For CLIN 0001, the proposed firm fixed price.
- For each Fixed Price Award Fee CLIN including options, the proposed firm fixed price without the award fee included.
- For cost reimbursement CLINs including options, the Not-to-Exceed (NTE) amounts as provided in Section L and CLINs.

No advantage will accrue to an offeror who submits an unrealistically low priced proposal. Such a proposal may be viewed as indicative of a lack of understanding of the government's desired objective. Since discussions are not contemplated, the offeror should submit his best price upon initial submission of the proposal. All options should be priced as if they will be exercised, since all CLINs will be used in the evaluation process leading to award.

Evaluation of options shall not obligate the Government to exercise such options.

(6) Unless the Government awards without discussions, offerors considered within the competitive range shall be given the opportunity to comment on significant weaknesses, deficiencies and other aspects of their proposal (see FAR 15.306(d)) and adverse performance information, except where they have previously had an opportunity to respond (e.g., CPARS information). A request for final proposal revision will be sent to all offerors in the competitive range.

(7) All technically acceptable proposals are ranked by total evaluated price and the final result of each offeror's performance confidence rating is considered when making the final award decision.

(8) The government may conduct a pre-award survey (PAS) as part of this source selection. Results of the PAS (if conducted) will be evaluated to determine each offeror's capability to meet the requirements of the solicitation.